

# Agreement

for letting furnished dwellinghouse on an assured shorthold tenancy  
under Part I of the Housing Act 1988. (as amended 1996, 2004)

Dated .....

Landlord Simon James and Paul Cookson  
4 Mapperley Road  
Mapperley Park  
Nottingham  
NG3 5AA

Tenant .....

Property The dwellinghouse situated at and being:-

Together with the Fixtures, Furniture and Effects therein.

Term A term certain of Nine Months from 1/10/2008.

Rent The rental period is 01/10/2008 to 30/06/2009.

Retainer The retainer period is 01/07/2008 to 30/09/2008. The tenant has occupancy rights during the retainer period although remedial and upgrade works to the property may be in progress during this time.

Payable £. . **310**. . . . . per calendar month inclusive of water rates (subject nevertheless as hereinafter provided), in advance by equal monthly payments on the first day of each calendar month by Standing Order. First payment to be made on 1/07/2008

A discounted payment of £. **285**. . . . . per calendar month inclusive of water rates will apply provided that the correct rent is paid in advance on or before the first day of the calendar month by standing order.

1. The Landlords let and the Tenant takes the Property for the Term at the Rent payable as above.
2. This Agreement is intended to create an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988 (as amended 1996,2004) and the provisions for the recovery of possession by the Landlords in Section 21 thereof apply accordingly.
3. Where the context admits:-
  - (a) "The Landlords" includes the persons for the time being entitled in reversion expectant on the tenancy.
  - (b) "The Tenant" includes the persons deriving title under the Tenant.
  - (c) References to "The Property" include references to any part or parts of the Property and to the Fixtures, Furniture and Effects any of them.
4. The Tenant will:-
  - (a) Pay the Rent at the times and in the manner specified.
  - (b) Pay for all gas and electric light and power which shall be consumed or supplied on or to the Property during the tenancy and the amount of all charges to be made for use of the telephone on the Property during the tenancy or a proper proportion of the amount of the rental or other recurring charges to be assessed according to the duration of the tenancy.
  - (c) Not damage or injure the Property or make alteration in or addition to it.
  - (d) Preserve the Fixtures, Furniture and Effects from being destroyed or damaged and will not remove any of them from the Property.
  - (e) Yield up the Property at the end of the tenancy in the same clean state and condition as it was in the beginning of the tenancy and make good, pay for the repair of, or replace all such items of the Fixtures, Furniture and Effects as shall be broken, lost damaged or destroyed during the tenancy (reasonable wear and damage by fire excepted).
  - (f) Leave the Furniture and Effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy.
  - (g) Permit the Landlord or the Landlord's agents at reasonable hours in the daytime, to enter the Property to view the state and condition thereof.
  - (h) Not sublet or part with possessions of the Property without the previous written consent of the Landlord.
  - (i) Not carry on on the Property any profession or trade or business or receive paying guests on the Property or place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence.
  - (j) Not to do or suffer to be done on the Property anything which may be or may become a nuisance or annoyance to the Landlord or the tenants or occupiers of any adjoining premises or which may vitiate any insurance of the Property against fire or otherwise

increase the ordinary premium for such insurance.

- (k) Permit the Landlord or Landlord's agent at reasonable hours to enter the Property with prospective tenants.
  - (l) Not decorate without the Landlord's written consent.
  - (m) Pay a deposit of £. **.285** . . . . . which will be protected by the Deposit Protection Service in accordance with the terms and conditions of the Deposit Protection Service. The terms and conditions and deposit resolution rules governing the protection of the deposit including the repayment process can be found at [www.depositprotection.com](http://www.depositprotection.com)
  - (n) Provide a suitable replacement tenant should it become necessary to terminate the tenancy before the end of the next academic year (June - June) or continue to be liable for the rent as it becomes due.
  - (o) Not keep pets or children on the Property.
  - (p) Pay a fee of £20 should a replacement key be required.
  - (q) Pay for any portion of the Council Tax liability that should become due as a result of the tenant not being eligible for exemption as a full-time student.
  - (r) Pay a fee of £50 should the landlord be required to attend the property at the request of the police and/or other government agencies as a direct result of complaints about the actions of the tenant and/or their guests.
  - (s) Pay a fee of £25 (per household) should the landlord be required to attend the property to relight the boiler as a result of the tenants running out of gas.
5. Provided that if the Rent or any instalment or part thereof shall be in arrears for at least fourteen days after the same shall have become due ( whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant, the Landlord may re enter the Property and immediately there upon the tenancy shall absolutely determine without produce to the other rights and remedies of the landlord.
6. The Landlord agrees with the Tenant as follows :-
- (a) That the tenant paying the rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
  - (b) To return to the tenant any rent payable for any period while property is rendered uninhabitable by fire the amount in case of dispute to be settled by arbitration.
7. This agreement will take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 (as amended 1996, 2004) if applicable to the tenancy.
8. The landlord confirms that the prescribed information relating to the tenancy deposit has been provided to the tenant and is accurate to the best of his knowledge and belief.

**As Witnessed** the hands of the parties hereto the day and year first above written

SIGNED BY THE ABOVE NAMED

In the presence of

**THE LANDLORD** .....

**THE TENANT** .....